

EXHIBIT A

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Attorneys for Plaintiff
TAYLOR THOMSON

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Taylor Thomson
Plaintiff,

v.

Persistence Technologies BVI Pte Ltd.,
Tushar Aggarwal, Ashley Richardson,
Defendants.

Case No. 2:23-cv-04669-MEMF-MAR
**[PROPOSED] PROTECTIVE
ORDER**

MCDERMOTT WILL & SCHULTE LLP
ATTORNEYS AT LAW
LOS ANGELES

1 **1. GENERAL**

2 **1.1 Purposes and Limitation**

3 To the extent that discovery in this action may involve production of
4 confidential or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted, Plaintiff Taylor Thomson hereby moves to and petition the Court to enter
7 the following Stipulated Protective Order. This Order does not confer blanket
8 protections on all disclosures or responses to discovery and that the protection it
9 affords from public disclosure and use extends only to the limited information or
10 items that are entitled to confidential treatment under the applicable legal principles.
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
12 standards that will be applied when a party seeks permission from the court to file
13 material under seal.

14 **1.2 Good Cause Statement**

15 This action may involve confidential personal information, including, but not
16 limited to, financial account statements, personal tax information, names and contact
17 information of both parties and non-parties, protected medical information, and/or
18 personal information otherwise generally unavailable to the public, or which may be
19 privileged or otherwise protected from disclosure under state or federal statutes,
20 court rules, case decisions, or common law. Accordingly, to adequately protect
21 information that should be kept confidential, to address their handling at the end of
22 the litigation, and serve the ends of justice, an appropriate protective order is justified
23 in this matter.

24 **2. DEFINITIONS**

25 **2.1 Action:** the above-entitled federal lawsuit.

26 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
27 of information or items under this Order.
28

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
4 Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that are produced in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, including support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staff).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium, and trial consultants) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

3.1 The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

3.2 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

If final disposition of this litigation occurs before trial, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs (or because the previously-designated Protected Material have become public). Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this

1 Action, with or without prejudice; and (2) final judgment herein after the completion
2 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law or (3) distribution of monies owed or the time required to
5 provide other relief, if any, to Plaintiff pursuant to any settlement or judgment.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Designation. Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”).

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has indicated
14 which documents it would like copied and produced. During the inspection and
15 before the designation, all of the material made available for inspection shall be
16 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
17 it wants copied and produced, the Producing Party must determine which documents,
18 or portions thereof, qualify for protection under this Order. Then, before producing
19 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
20 legend to the Protected Material.

21 (b) for testimony given in depositions, that the Designating Party either (i)
22 identify the testimony that is CONFIDENTIAL and subject to protection under this
23 Order on the record, before the close of the deposition or (ii) provide notice on the
24 record before the close of the deposition.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants
2 protection, the Producing Party, to the extent practicable, shall identify the protected
3 portion(s).

4 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive the
6 Designating Party’s right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order.

10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq. All Parties must comply with the
16 procedures set forth in Local Rules 37-1, 37-2, and 37-3, except to the extent that the
17 procedures or Standing Order of the applicable Judge modify or dispense with any of
18 the requirements.

19 6.3 Burden. The burden of persuasion in any such challenge proceeding
20 shall be on the Designating Party. Frivolous challenges, and those made for an
21 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
22 other parties) may expose the Challenging Party to sanctions. Unless the Designating
23 Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is
25 entitled under the Producing Party’s designation until the Court rules on the
26 challenge.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a Receiving
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably necessary
17 to disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the Court and its personnel;

24 (e) court reporters and their staff;

25 (f) Professional Vendors (including professional trial consultants) to whom
26 disclosure is reasonably necessary for this Action;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for non-party witnesses (who are not Outside Counsel), in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. With respect to the deposition of a Non-Party witness who has not signed Exhibit A, pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena

1 or court order shall not produce any information designated in this action as
2 “CONFIDENTIAL” before a determination by the court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that
5 court of its confidential material and nothing in these provisions should be construed
6 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
7 directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 (a) The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as “CONFIDENTIAL” by the Non-Party or
12 any Party. Such information produced by Non-Parties in connection with this
13 litigation is protected by the remedies and relief provided by this Order. Nothing in
14 these provisions should be construed as prohibiting a Non-Party from seeking
15 additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a confidentiality
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Protective
24 Order in this Action, the relevant discovery request(s), and a reasonably specific
25 description of the information requested; and

26 (3) make the information requested available for inspection by the
27 Non-Party, if requested.
28

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIALS

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the Court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
7 would have to object to disclosing or producing any information or item on any
8 ground not addressed in this Protective Order. Similarly, no Party waives any right to
9 object on any ground to use in evidence of any of the material covered by this
10 Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. Good cause must be shown in the request to file
15 under seal. If a Party's request to file Protected Material under seal is denied by the
16 Court, then the Receiving Party may file the information in the public record unless
17 otherwise instructed by the Court.

18 **13. FINAL DISPOSITION**

19 Within 60 days after the final disposition of this Action, as defined in Section 4
20 above, each Receiving Party must destroy all Protected Material as required by this
21 Paragraph. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or capturing
23 any of the Protected Material. Upon written request of the Producing Party or the
24 Designating Party, the Receiving Party must submit a written certification to either
25 Producing Party or Designating Party by the 60 day deadline that (1) all the Protected
26 Material which is required to be destroyed, was destroyed and (2) affirms that the
27
28

1 Receiving Party has not retained any copies, abstracts, compilations, summaries or
2 any other format reproducing or capturing any of the Protected Material.

3 **14. VIOLATIONS**

4 Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions.

7 **ORDER**

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED THAT THE PROTECTIVE
9 ORDER SET FORTH ABOVE IS HEREBY ADOPTED AND ENTERED AS AN
10 ORDER OF THIS COURT.
11

12
13
14 Dated: August __, 2025.

By: _____
Hon. Maame Ewusi-Mensah Frimpong
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Thomson v. Persistence*
Technologies BVI Pte Ltd., No. 2:23-cv-04669-MEMF-MAR. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order. I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in Los Angeles, California. My business address is McDermott Will & Schulte, LLP, 2049 Century Park East, Suite 3200, Los Angeles, CA 90067. I am over the age of eighteen years and not a party to this action.

On August 12, 2025, I served copies of the following document:

[PROPOSED] PROTECTIVE ORDER

on the following party via U.S. Mail:

Ashley Richardson
25399 Markham Lane
Salinas, CA 93908
ashrichardson@mac.com
Defendant in Pro Per

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on August 12, 2025, at Los Angeles, California.

/s/ Diksha Vadan
Diksha Vadan